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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MEGA DISTRIBUTION INT'L. INC.,
a California Corporation

Plaintiff,

vs.

SPEEDTECH LIGHTS INC., a Texas
Corporation
Defendant.

Case No. 2:16-cv-00626-JVS-JPRx

**STIPULATED PROTECTIVE
ORDER**

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation would be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords extends only
9 to the limited information or items that are entitled under the applicable legal
10 principles to treatment as confidential. The parties further acknowledge, as set
11 forth in Section 10, below, that this Stipulated Protective Order creates no
12 entitlement to file confidential information under seal; Civil Local Rule 79-5 sets
13 forth the procedures that must be followed and reflects the standards that will be
14 applied when a party seeks permission from the court to file material under seal.

15 2. DEFINITIONS

16 2.1 Party: any party to this action, including all of its officers, directors,
17 employees, consultants, retained experts, and outside counsel (and their support
18 staff).

19 2.2 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner generated, stored, or maintained (including, among other
21 things, testimony, transcripts, or tangible things) that are produced or generated in
22 disclosures or responses to discovery in this matter.

23 2.3 “Confidential” Information or Items: information (regardless of how
24 generated, stored or maintained) or tangible things that qualify for protection under
25 standards developed under F.R.Civ.P. 26(c).

26 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
27 extremely sensitive “Confidential Information or Items” whose disclosure to
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1 another Party or nonparty would create a substantial risk of serious injury that could
2 not be avoided by less restrictive means.

3 2.5 Receiving Party: a Party that receives Disclosure or Discovery
4 Material from a Producing Party.

5 2.6 Producing Party: a Party or non-party that produces Disclosure or
6 Discovery Material in this action.

7 2.7 Designating Party: a Party or non-party that designates information or
8 items that it produces in disclosures or in responses to discovery as “Confidential”
9 or “Highly Confidential — Attorneys’ Eyes Only.”

10 2.8 Protected Material: any Disclosure or Discovery Material that is
11 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

12 2.9 Outside Counsel: attorneys who are not employees of a Party but who
13 are retained to represent or advise a Party in this action.

14 2.10 House Counsel: attorneys who are employees of a Party.

15 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
16 well as their support staffs).

17 2.12 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this action and who is not a past or a current
20 employee of the Party or of a competitor of the Opposing Party’s.

21 2.13 Professional Vendors: persons or entities that provide litigation
22 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
23 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)
24 and their employees and subcontractors.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also any information copied or extracted
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therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in court or in other settings that might reveal Protected Material.

4. DURATION

After the termination of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or non-party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on each page that contains protected material.

A Party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied

1 and produced, the Producing Party must determine which documents, or portions
2 thereof, qualify for protection under this Order, then, before producing the specified
3 documents, the Producing Party must affix the appropriate legend
4 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY”) on each page that contains Protected Material.

6 (b) for testimony given in deposition or in other discovery-related
7 proceedings, that the Party or non-party offering or sponsoring the testimony
8 identify on the record, before the close of the deposition, hearing, or other
9 proceeding, all protected testimony, and further specify any portions of the
10 testimony that qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY.” Alternatively, the Party or non-party that sponsors,
12 offers, or gives the testimony may invoke on the record (before the deposition or
13 proceeding is concluded) a right to have up to 21 days to identify the specific
14 portions of the testimony as to which protection is sought and to specify the level of
15 protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are
17 appropriately designated for protection within the 21 days shall be covered by the
18 provisions of this Stipulated Protective Order. The entire transcript of the
19 deposition shall be considered “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” during the designation period.

21 (c) for information produced in some form other than documentary,
22 and for any other tangible items, that the Producing Party affix in a prominent place
23 on the exterior of the container or containers in which the information or item is
24 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.”

26 (d) for written discovery responses, the Responding Party shall
27 place an appropriate legend on the face of any such responses.
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1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items as “Confidential” or “Highly
3 Confidential – Attorneys’ Eyes Only” does not waive the Designating Party’s right
4 to secure protection under this Order for such material. If material is appropriately
5 designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” after
6 the material was initially produced, the Receiving Party, on timely notification of
7 the designation, must make reasonable efforts to assure that the material is treated
8 in accordance with the provisions of this Order. Where a party or non-party
9 changes the designation of confidentiality under this Protective Order, that party or
10 non-party shall promptly furnish the information re-designated in accordance with
11 Section 5.2 above.

12 5.4 Inadvertent Production of Privileged Material. Inadvertent disclosure
13 of any document or other information covered by the attorney-client privilege,
14 work-product or other applicable privileges during discovery in this matter, shall be
15 without prejudice to any claim that such document or other information is
16 privileged or confidential, and no party shall be held to have waived any rights by
17 such inadvertent disclosure. If the Producing Party claims that document or other
18 information was inadvertently disclosed, the Producing Party shall explain in
19 writing, supported by declarations if appropriate, the basis for its claim that the
20 disclosure was inadvertent. If after receipt of the explanation, the Receiving Party
21 does not agree that the disclosure was inadvertent, the Producing Party may move
22 the Court to have the court determine whether the disclosure was inadvertent. The
23 Receiving Party, if it agrees that the disclosure was inadvertent or the court finds
24 that the disclosure was inadvertent, shall not use and will return any inadvertently
25 produced privileged material immediately, unless such privilege has been waived
26 by some means other than the inadvertent disclosure.
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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Unless a prompt challenge to a Designating
3 Party's confidentiality designation is necessary to avoid foreseeable substantial
4 unfairness, unnecessary economic burdens, or a later significant disruption or delay
5 of the litigation, a Party does not waive its right to challenge a confidentiality
6 designation by electing not to mount a challenge promptly after the original
7 designation is disclosed.

8 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
9 Designating Party's confidentiality designation must do so in good faith and in
10 accordance with the meet and confer requirements of Local Rule 37-1. In
11 conferring, the challenging Party must explain the basis for its belief that the
12 confidentiality designation was not proper and must give the Designating Party an
13 opportunity to review the designated material, to reconsider the circumstances, and,
14 if no change in designation is offered, to explain the basis for the chosen
15 designation.

16 6.3 Judicial Intervention. A Party that elects to press a challenge to a
17 confidentiality designation after having met and conferred with the Designating
18 Party pursuant to Section 6.2 may file and serve a motion and joint stipulation
19 under Local Rule 37-2 (and in compliance with Civil Local Rule 79-5, if
20 applicable) that identifies the challenged material and sets forth in detail the basis
21 for the challenge.

22 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Until the Court rules on the challenge, all Parties shall continue
24 to afford the material in question the level of protection to which it is entitled under
25 the Producing Party's designation.
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a non-party in connection with this
4 case only for prosecuting, defending, or attempting to settle this litigation. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. Notwithstanding the above provisions, this
7 Protective Order shall not bar any attorney in the course of rendering advice to his
8 or her Party client with respect to this Litigation, from conveying to any Party client
9 his or her evaluation in a general way of Protected Material; provided, however,
10 that in rendering such advice, the attorney shall not disclose the specific contents of
11 any Protected Material. When the litigation has been terminated, a Receiving Party
12 must comply with the provisions of section 11, below (FINAL DISPOSITION).

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 CONFIDENTIAL only to:

17 (a) the Receiving Party’s Outside Counsel of record in this action
18 who have been apprised of this Protective Order and agreed to be bound thereby as
19 well as employees of said Counsel to whom it is reasonably necessary to disclose
20 the information for this litigation;

21 (b) the officers, directors, and employees (including House
22 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
23 litigation and who have signed the “Agreement to Be Bound by Protective Order”
24 (Exhibit A);

25 (c) experts (as defined in this Order) of the Receiving Party,
26 including the experts’ employees, to whom disclosure is reasonably necessary for
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1 this litigation and who have signed the “Agreement to Be Bound by Protective
2 Order” (Exhibit A);

3 (d) the Court and its personnel;

4 (e) court reporters, their staffs, and professional vendors to whom
5 disclosure is reasonably necessary for this litigation;

6 (f) during their depositions, witnesses in the action to whom
7 disclosure is reasonably necessary and who have signed the “Agreement to Be
8 Bound by Protective Order” (Exhibit A);

9 (g) the author of the document or the original source of the
10 information, or any person indicated thereon or otherwise established as a recipient
11 of the document; and

12 (h) any other person upon such terms and conditions as the parties
13 may agree or as the Court may order.

14 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
16 in writing by the Designating Party, a Receiving Party may disclose any
17 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” only to:

19 (a) the Receiving Party’s Outside Counsel of record in this action
20 who have been apprised of this Protective Order and agreed to be bound thereby, as
21 well as employees of said Counsel to whom it is reasonably necessary to disclose
22 the information for this litigation;

23 (b) Experts, including their employees and staff,(1) to whom
24 disclosure is reasonably necessary for this litigation and (2) who have signed the
25 “Agreement to Be Bound by Protective Order” (Exhibit A);

26 (c) the Court and its personnel;

1 (d) court reporters, their staffs, and professional vendors to whom
2 disclosure is reasonably necessary for this litigation; and

3 (e) the author of the document or the original source of the
4 information, or any person indicated thereon or otherwise established as a recipient
5 of the document.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION.

8 If a Receiving Party is served with a subpoena or an order issued in other
9 litigation that would compel disclosure of any information or items designated in
10 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify the Designating
12 Party, in writing (electronically, if possible) immediately and in no event more than
13 five court days after receiving the subpoena or order. Such notification must
14 include a copy of the subpoena or court order.

15 The Receiving Party also must immediately inform in writing the Party who
16 caused the subpoena or order to issue in the other litigation that some or all the
17 material covered by the subpoena or order is the subject of this Protective Order. In
18 addition, the Receiving Party must deliver a copy of this Stipulated Protective
19 Order promptly to the Party in the other action that caused the subpoena or order to
20 issue.

21 The purpose of imposing these duties is to alert the interested parties to the
22 existence of this Protective Order and to afford the Designating Party in this case an
23 opportunity to try to protect its confidentiality interests in the court from which the
24 subpoena or order issued. The Designating Party shall bear the burdens and the
25 expenses of seeking protection in that court of its confidential material – and
26 nothing in these provisions should be construed as authorizing or encouraging a
27 Receiving Party in this action to disobey a lawful directive from another court.
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1 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best
6 efforts to retrieve all copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 10. FILING PROTECTED MATERIAL.

11 Without written permission from the Designating Party or a court order
12 secured after appropriate notice to all interested persons, a Party may not file in the
13 public record in this action any Protected Material. A Party that seeks to file under
14 seal any Protected Material must comply with Civil Local Rule 79-5.

15 11. FINAL DISPOSITION.

16 Unless otherwise ordered or agreed in writing by the Producing Party, within
17 sixty days after the final termination of this action, each Receiving Party must
18 return or destroy all Protected Material to the Producing Party. As used in this
19 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
20 summaries or any other form of reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving
22 Party must submit a written certification to the Producing Party (and, if not the
23 same person or entity, to the Designating Party) by the sixty day deadline that states
24 that all the Protected Material that was returned or destroyed and that affirms that
25 the Receiving Party has not retained any copies, abstracts, compilations, summaries
26 or other forms of reproducing or capturing any of the Protected Material.
27 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
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pleadings, motion papers, transcripts, exhibits, legal memoranda, correspondence, including e-mails, or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 4, 2016

Patrick F. Bright (SBN 68709)
WAGNER, ANDERSON & BRIGHT PC

By: / Patrick F. Bright
Patrick F. Bright

*Attorneys for Plaintiff
Mega Distribution Int'l, Inc.*

DATED: March 4, 2016

By: / Theodore G. Baroody
Theodore G. Baroody

*Attorneys for Defendant,
SpeedTech Lights Inc.*

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2 DATED: March 14, 2016

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4 Hon. Jean P. Rosenbluth
5 United States Magistrate Judge
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EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address],
 declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for
 the Central District of California on _____ in the case of *Mega*
Distribution Int'l Inc. v. SpeedTech Lights Inc. 2:16-cv-00626-JVS-(JPRx). I agree
 to comply with and to be bound by all the terms of this Stipulated Protective Order
 and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]